
MASTER RESEARCH SERVICES AGREEMENT

BY AND BETWEEN

F. Hoffmann-La Roche Ltd

AND

Trustees of Boston University

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MASTER RESEARCH SERVICES AGREEMENT

This Master Research Services Agreement (“**Agreement**”) is entered into on the date of last signature to this Agreement (“**Effective Date**”) by and between

- (1) F. Hoffmann-La Roche Ltd, a pharmaceutical company engaged in the research and development of products and services intended for the improvement of patient health, having its business address at Grenzacherstrasse 124, CH-4070 Basel, Switzerland (hereinafter referred to as “**Roche**”), and
- (2) **Trustees of Boston University**, a non-profit corporation incorporated and validly existing under the laws of Massachusetts, registered with the Commonwealth of Massachusetts and having a business address at 25 Buick Street, Boston, MA 02215 (hereinafter referred to as “**University**”).

University and Roche are hereinafter also referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS, Each Party represents and warrants that it has the requisite authority to enter into this Agreement and any applicable Work Order;

WHEREAS, in connection with Roche, may wish to retain University to perform certain services as detailed in work orders an example of which is attached hereto as Exhibit A; and

WHEREAS the Parties wish to enter into this Agreement under which University may perform such services on behalf of Roche.

NOW THEREFORE, the parties agree as follows:

1. THE SERVICES

- 1.1 University agrees to provide professional services to Roche. University shall provide services on the basis of written Work Orders for individual projects under the provisions of this Agreement (“**Services**”); the Work Orders shall be in a format substantially similar to the template set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference. Performance of the Services shall be in accordance with this Agreement and the terms and conditions of the respective Work Order. Neither, University nor Roche are under any obligation to contract with each other for individual projects.
- 1.2 In the event that specific research project requires the participation of subcontractors acting on behalf of University, University agrees to inform Roche of all subcontractors used by University to perform the Research Services, and University will seek and obtain approval from Roche prior to using any such subcontractors. For the performance of the Research Services provided by subcontractors for the costs incurred as outlined in the Budget associated with each WORK ORDER, there shall be no supplementary charge to Roche for the fees, costs, or expenses of subcontractors. Roche is entitled to see the original bills for the Research Services provided by subcontractors.

- 1.3 This, however, has no effect on the University's full responsibility for the fulfillment of this Agreement and the applicable WORK ORDER. The University remains fully responsible that its subcontractors comply with all applicable obligations of this Agreement and the WORK ORDER. Notwithstanding the foregoing, this does not create any obligations or responsibilities whatsoever of Roche to any subcontractor of University.
- 1.4 University shall ensure that any subcontractors used by University to perform Research Services hereunder will agree to abide by terms that are consistent with those contained herein and shall be liable to Roche for the acts and omissions of its subcontractors to the same extent as if it has been acting/omitting itself.
- 1.5 University represents that its performance of the Services shall be: (i) in compliance with all applicable federal, state and local laws, statutes, rules, regulations and orders; (ii) in conformance with the level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services.
- 1.6 The Services shall be identified in the applicable Work Order, and shall not be substituted, amended or modified without the prior written approval of Roche as applicable.
- 1.7 If Roche requests University to provide services which are additional to or different from the Services set forth in the respective Work Order, the services and costs shall be mutually agreed on in writing prior to initiation, and documented in a written amendment to that Work Order.
- 1.8 University shall prepare and maintain complete and accurate written records, accounts, reports and data of the Services ("**Records**") for the duration of this Agreement and any Work Orders and for as long as required to by applicable law, University shall use its reasonable best efforts to ensure the safety and secure storage of such Records.

2. FEES & EXPENSES

- 2.1 In consideration **of the** Services performed by University Roche agrees to pay to University the amounts set forth in the applicable Work Order, subject to the terms and conditions of this Agreement and the applicable Work Order. Roche shall pay all undisputed amounts within ninety (90) days after its receipt and approval of the applicable invoice.
- 2.2 Roche will further reimburse University for reasonable travel and other out-of-pocket expenses (at cost with no accounting, handling and/or management surcharge) incurred in connection with this Agreement and associated Work Order (including Work Order#1) which have the prior written approval of Roche. Receipts for any and all expenses in the amount of 25.00 CHF or 25.00 USD or more should be kept by University and submitted to Roche. With regard to travel arrangements necessary for subsequent Work Orders other than Work Order#1, such travel arrangements shall be made in accordance with Article 2.5 below.
- 2.3 Invoices submitted by University shall be sent to:
 - 2.3.1 For Services to be paid by Roche
F. Hoffmann-La Roche Ltd
Accounts Payable
4070 Basel

Switzerland

Please do not indicate a Roche contact name within this address.

Where VAT is not applicable, invoices may be sent by University via email to the following email address: [REDACTED] Notwithstanding anything to the contrary herein, if requested by Roche, University shall send original of such invoice to the address specified above.

Invoices must reference the Roche Basel purchase order number as well as the corresponding line item number of the Roche purchase order (e.g. EPBA 123456789 / item 1).

2.3.2 For services to be paid by Genentech, Inc.:

Genentech, Inc.

PO Box 4354

Portland, OR 97208-4354

Or Email: [REDACTED]

Please do not indicate a Roche or Genentech, Inc. contact name within this address.

Invoices must reference the Genentech, Inc. purchase order number as well as the corresponding line item number of the Genentech purchase order (eg, 4000123456/ item 1).

- 2.4 All amounts specified in a Work Order shall include insurances, taxes (excl. value added tax, or equivalent taxes) and expenses, unless otherwise specifically set forth. All billings to Roche are in USD. Value added tax (or equivalent tax) will be added to the amounts, if applicable and subject to a valid invoice. University shall use its best efforts to ensure that the Research Services delivered hereunder are not subject to withholding tax (or equivalent tax). Notwithstanding anything to the foregoing, if withholding tax (or equivalent tax) is levied and the tax obligation cannot be settled by filing a notification or similar instead of paying the tax, then such tax shall be deducted from the amounts specified in the WORK ORDER and paid to the competent tax authority. The Parties shall reasonably cooperate with each other to enable a credit or a refund of such withholding tax (or equivalent tax).
- 2.5 The Parties hereby agree that for any travel made by University personnel in connection with the Research Services provided hereunder the Roche Global Product Strategy and Global Product Development Medical Affairs Travel Guidelines apply attached hereto as Exhibit B ("Travel Guidelines") For travel by air, University agrees that University personnel shall fly economy class on all flights. All flights will be non-stop unless unavailable. For the avoidance of doubt, any upgrades in travel class will be at University's own expense. University will book all flights through the Genentech, Inc. Travel Department in South San Francisco, CA, USA if based in the United States or the Basel Travel Department in Basel, Switzerland if based outside of the USA.
- 2.6 **Contact Persons.** The Parties hereby appoint the following contact persons who shall be solely authorized to communicate to the other Party any binding decisions regarding the performance of this Agreement. Either Party shall immediately inform the other Party in the event that a new contact person or a representative shall be appointed.

- (a) **Roche Contact:** the contact person for the University at Roche shall be:

[REDACTED]
GPS & PDMA Procurement
F. Hoffmann - La Roche Ltd

Bld. 690, Gartenstrasse 9
CH-4052 Basel
Switzerland
Tel. + [REDACTED]
Mob. + [REDACTED]
Email: [REDACTED]

- (b) **University Contact:** e contact person for Roche at University shall be:

[REDACTED]
Director, Industry Contracts and
Agreements
Boston University, Office of Sponsored
Programs
25 Buick Street, Suite 200
Boston, MA 02215
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

3. INFORMATION GATHERING

- 3.1 It is understood that part of the University's work may involve receiving, considering and processing information received from Roche. The Parties acknowledge the principle that the University's output will be enhanced for the benefit of both Parties by the transparent publication of its findings and results and therefore the Parties agree that all information disclosed by Roche to the University for the purposes described in this Agreement will be deemed non-confidential, except as provided otherwise below.
- 3.2 The Parties also acknowledge that, for the purposes of verification, to ensure that a robust data set is considered or other legitimate reasons, it may also be beneficial for the University to receive and consider information that may not be published, whether at all, or in its original form (for example, for legal reasons). In the event that Roche and the University agrees that such information should be considered an addendum to this Agreement shall be signed by both Parties prior to the disclosure of such information to University, setting out the terms under which such information may be provided or disclosed by Roche to University used by University pursuant to a specific Work Order, and explaining the legitimate reasons for any restrictions on the publication of such Confidential Information. The foregoing notwithstanding, University retains the right to refuse to accept any information from Roche which it does not consider to be essential for the completion of the work described in a particular Work Order.
- 3.3 Therefore, as an exception to the general principle of transparency above, the Party providing any information to the University hereunder shall indicate clearly by appropriate marking at the time of disclosure to University that any such information is "**Confidential**

Information” in which case the University undertakes that it shall not publish, disclose, or reference such information in any form to any other third party without the express consent of the party that provided the Confidential Information.

The obligations under this Agreement do not apply to any information which: (i) is or becomes public knowledge through no fault of the University, (ii) is in the lawful possession of University prior to disclosure to it hereunder, (iii) is disclosed to the University without restriction on disclosure by a third party who has the lawful right to disclose the information, (iv) is disclosed pursuant to the lawful requirement or formal request of a governmental agency, (v) is disclosed by Roche or other sources without restriction on further disclosure, or (vi) is independently developed by the University.

- 3.4 Consistent with the principle of transparency, the Parties will work with information providers to minimize the amount of Confidential Information. In particular, the Parties will explore whether it may still be possible to publish observations, trends or conclusions based on Confidential Information if this can be achieved in a manner that shields the underlying Confidential Information from disclosure, for example through aggregation with other information. The aggregation of such Confidential Information foreseen by this provision may be performed by the Parties or sub-contracted to a third party on terms to be agreed. The Parties agree that the provider of the Confidential Information will in all cases be the arbiter of whether its confidentiality concern is addressed by the manner of presentation proposed, and whether it chooses to give its consent to that particular use of its Confidential Information.
- 3.5 It is agreed and understood that the existence and general subject matter of this Agreement shall not be deemed Confidential Information and nothing herein shall prevent University from representing to third parties that it has certain publication rights pursuant to this Agreement.

4. PUBLICATIONS

- 4.1 Subject only to the provisions of Section 3 of this Agreement, University may publish and present its results of the Services performed by University or otherwise make the results of the Services generated by University available to the public in furtherance of University’s academic and educational purposes after giving Roche an opportunity to review and comment in accordance with this Section 4.
- 4.2 University shall submit a copy of any manuscript to Roche for review and comment fifteen (15) days prior to submission of such manuscript for publication. Roche shall then have fifteen (15) days from the receipt of such materials to review and provide University with written comments with respect to the material. In its written comments, Roche shall specifically identify any information in such publication that might disclose patentable inventions. University shall in good faith give due consideration to Roche’s comments and requests but is not required to modify the publication in response. In the event a proposed publication contains information which could negatively affect the intellectual property interests of Roche, upon written request from Roche, University shall delay the publication for an additional fifteen (15) days to allow Roche to file an application for patent or to take other action to protect such interests. If University receives no written response from Roche within the fifteen (15)-day review period, University may proceed with publication. It is agreed and understood that the requirements of this section shall not apply to teaching materials generated and presented to students by University.

- 4.3 Each Party agrees that it shall not use the other Party's names, logos, symbols or trademarks in any advertising or promotional materials or statement to the public without the prior written approval of such other Party.
- 4.4 It is further agreed and understood that University may post on its publicly available website or otherwise make publicly available copies of this Agreement or any Work Order. The foregoing notwithstanding, University shall redact all financial information contained in this Agreement or any Work Order prior to posting a copy of this Agreement on its publicly available website or otherwise making publicly available copies of this Agreement or any Work Order.

5. INTELLECTUAL PROPERTY

- 5.1 Intellectual property shall include without limitation all rights to and any interests in any patent, design, manuscript, results, data, trade mark, copyright, know-how, trade secret and any other proprietary right or form of intellectual property (whether protectable by registration or not) customer list, agreement, specification, formula, device, drawing programme, design, system, process, logo, mark or style ("**Intellectual Property**"). All Intellectual Property provided to University by and/or on behalf of Roche, in any form whatsoever, which is owned by or licensed to Roche prior to being provided to University, shall remain the property of Roche ("**Roche Intellectual Property**"). University shall acquire no right, title or interest in the Roche Intellectual Property as a result of its performance of the Services.
- 5.2 It is agreed and understood that University shall own its own work product, including the publishable results, data and information produced or developed by University or its collaborators which are generated as a result of Services performed by University pursuant to this Agreement and/or any Work Orders ("**Results**") however Roche shall receive and retain copies of such Results, and to the extent legally able University agrees to grant and shall grant Roche a non-exclusive, royalty free, perpetual right to use and exploit, and allow other third parties to use and exploit (whether for commercial or non-commercial purposes) worldwide and at its sole discretion such Results. It is agreed and understood that any data or information received by University from Roche, or other sources as a result of activities in pursuance of this Agreement and/or any Work Orders ("**Raw Data**") shall remain the property of the Party providing it and shall be used by University only in accordance with any terms of use agreed with such Party.
- 5.3 University and its collaborators shall, to the extent required for the above purpose, and at no additional cost to Roche:
 - (a) provide copies of such Results to Roche in electronic format;
 - (b) provide all assistance and execute all documents that may be necessary for Roche to exercise their respective rights hereunder.
- 5.4 Notwithstanding anything to the contrary contained in this Agreement, University reserves all rights, title and interest in and to University's Intellectual Property, including without limitation, templates, manuals, designs, utilities, tools, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications, owned, developed or licensed by, or on behalf of, University prior to, or independent of its performance under this Agreement, even if utilized to provide the Services ("**Components**"), including without limitation, all modifications or enhancements to such Components developed in the course

of performing the Services, except to the extent that such modifications or enhancements to the Components incorporate or are based upon Roche's Intellectual Property. To the extent necessary to exercise its right hereunder, and notwithstanding the foregoing, Roche shall have a non-exclusive, non-transferable worldwide, royalty-free license to use such Components for any lawful purposes that are appropriate within the scope of this Agreement, including without limits any interpretation purposes or regulatory authorities' purposes.

6. DATA PRIVACY

In the event that, during the performance of Research Services hereunder, a Party receives, observes or otherwise comes into possession of personal information that is protected by any applicable privacy laws, such Party agrees to fully comply with such laws, as they may be applicable to such Party based on the nature of the information received and the nature of the Research Services, including without limitation, maintaining the confidentiality of any protected information, and that, such Party will not (i) use such information other than as necessary to perform the Research Services or (ii) disclose such information to any third party, unless otherwise permitted in the applicable Work Order.

7. INDEMNIFICATION

- 7.1 Each Party ("**Indemnifying Party**") will indemnify and hold harmless the other Party and its Affiliates and their respective successors, trustees, assigns, directors, officers, employees and agents ("**Indemnified Party**") from and against any and all liabilities, claims, damages, losses, settlements, penalties, fines, costs and expenses, including reasonable attorneys' fees, (collectively, "**Damages**") (but not including taxes) arising from any third party demand, investigation, claim, action or suit to the extent based on (i) the gross negligence, or willful or intentional misconduct of the Indemnifying Party or its Affiliates under this Agreement, (ii) a material breach by the Indemnifying Party or its Affiliates of any term of this Agreement, or (iii) a violation of any applicable law, rule or regulation by the Indemnifying Party or its Affiliates in the performance of its duties under this Agreement.
- 7.2 In the event of a claim for indemnification, the Indemnified Party will notify the Indemnifying Party as soon as possible in writing of the details. The Indemnified Party will allow the Indemnifying Party, at its cost and expense, to handle and control the defense and/or settlement of the claim and will reasonably cooperate with the Indemnifying Party in such defense however the Indemnifying Party shall not settle or otherwise resolve any claim in a manner that admits fault or wrongdoing on the part of the Indemnified Party without the Indemnified Party's express prior written consent which shall not be unreasonably withheld.
- 7.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NONE OF THE PARTIES, OR THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE LOSS OF OPPORTUNITY, OR LOSS OF REVENUE OR PROFIT. provided that foregoing provision shall not limit a Party's liability for breach of obligations relating to confidentiality, intellectual property or indemnification obligations hereunder.

University does not warrant the Services provided will achieve any intended result other than as expressly specified in the Work Order.

8. TERM

This Agreement shall be deemed effective as of the Effective Date and shall remain in effect for a period of five (5) years from that date unless terminated earlier in accordance with the terms of this Agreement.

9. TERMINATION

9.1 This Agreement may be terminated by either Party at any time and for any reason by giving sixty (60) days prior notice to the other Party. Any Work Order may be terminated by either Party at any time and for any reason by giving thirty (30) days prior notice to the other Party.

9.2 Either Party may terminate this Agreement or any Work Order with immediate effect at any time by written notice if the other Party:

(a) is in breach of any of its obligations under this Agreement or the respective Work Order and fails or is unable to remedy such breach within thirty (30) days of receipt of notice in writing specifying the breach.

(b) is or states that it is unable to pay its debts as they fall due, enters into any scheme of arrangement or composition with, or assignment for the benefit of all or any class or creditors, is wound up or has a liquidator, provisional liquidator, receiver and manager or statutory or other official manager appointed over all or any part of its property.

9.3 In the event of such premature termination, Roche shall pay all justified actual fees, costs, and expenses already incurred and due until the effective date of termination and pertaining to University's obligation and performance pursuant to the Work Order (including termination and non-cancellable costs, such as costs of subcontractors incurred or committed to be incurred by the University directly and related to a Roche project and/or time incurred and expended on the project by the University's staff up to the date of cancellation and a reasonable time thereafter to allow for appropriate cancellation of the project). Upon receipt of such notice of termination, University agrees to cease performing all activities, unless agreed otherwise by the Parties in writing and shall take all reasonable care to not incur additional costs.

9.4 If this Agreement or any Work Order is terminated:

(a) on notice in accordance with Section 8.1 then Roche will remunerate University for all reasonable costs and, in case Roche terminates, non-cancellable commitments incurred based on the affected Work Order up to the termination and University will provide Roche with all Results obtained up to termination. It is agreed and understood that any University salary commitments referenced in a Work Order would be pro-rated accordingly.

(b) Roche shall pay any fees or costs incurred by University under this Agreement for service that were correctly performed and the results to which are provided to Roche.

10. REVIEW/DISCUSSION/VISITS

- 10.1 University shall promptly respond to any reasonable request by Roche from time to time during the performance of Services that University and its employers and collaborators review and discuss with representatives of Roche the progress of any Services and related matters.
- 10.2 If University encounters any unanticipated problem during the conduct of the Services, the University shall report this to Roche without delay, and any further action to be taken shall be decided in consultation with Roche.
- 10.3 At mutually agreeable times and upon reasonable prior notice, representatives of Roche may visit the facilities where the Services are being performed.

11. RECORD RETENTION/AUDIT RIGHTS AND REPORTS

- 11.1 Unless otherwise agreed with Roche in writing and notwithstanding any other obligation of University agreed under this Agreement, University shall maintain all records and accounts pertaining to this Agreement and the Research Services hereunder for a period of at least five years from the date of the final payment by Roche under this Agreement, or for such period as required by law.
- 11.2 University shall prepare and maintain complete and accurate written records, accounts, reports and data of the Research Services (“Records”) for the duration of this Agreement and any Work Order’s and for as long as required to by this Agreement and applicable law. University agrees to allow Roche, its employees and agents the right to audit, copy and inspect such Records for the purpose of determining compliance with the terms of this Agreement and all applicable laws and regulations. Said audit and/or inspection shall occur at Roche’s sole expense during normal business hours upon ten (10) business days prior notice during the course of the Term of this Agreement This does not apply where an audit is required in case of potential breach of this Agreement or where the data protection authorities have requested information, in such cases Roche will give five business days prior notice.
- 11.3 University will submit at Roche’s request written reports summarizing its work or activities performed pursuant to this Agreement. Regular reporting and presentation of financial matters is an integral part of the University’s overall project management.
- 11.4 Roche has the right to seek information about the progress of projects performed by University under a Work Order at any reasonable time during the term of this Agreement. Such information shall be provided to Roche by University without undue delays.

12. UNIVERSITY COMPLIANCE

- 12.1 University acknowledges that it is a prerequisite for performing the Research Services on behalf of Roche that University complies with all applicable laws, regulations, instructions and standards including but not limited to those related to (i) sustainable development and social responsibility such as regulations prohibiting child labour, bribes, corruption, extortion, embezzlement or the granting of illegal advantages in business or governmental

relationships or (ii) provided by Roche such as the Roche Supplier Code of Conduct which can be found under the link http://www.Roche.com/Roche_supplier_code_of_conduct.pdf.

University commits to the sustainability principles outlined in the Roche Supplier Code of Conduct and complies with these principles.

In case of non-compliance with these principles Roche reserves the right to terminate the Agreement.

Roche reserves the right to audit University at any time with regard to compliance with the Roche Supplier Code of Conduct.

University shall also seek to require that its own subcontractors used by University to perform the Research Services to commit to the sustainability principles as outlined in the Roche Supplier Code of Conduct.

For reference on implementation of sustainability principles please see the Implementation Guidance document of the Pharmaceutical Supply Chain Initiative (PSCI) under the following link:

<http://www.pharmaceuticalsupplychain.org/documents/index.php>.

University conducts regular risk assessments and reviews the risks and status of mitigation actions at least once a year. University ensures that a written disaster recovery plan / business continuity plan is available for the biggest risks identified, and that necessary risk mitigation actions are implemented in order to ensure continuation of the Research Services to Roche in/ after a disaster situation.

University is asked to proactively inform Roche in case new risks jeopardize the continuation of supply and/ or Services to Roche.

- 12.2 To the extent applicable to University's activities performed by University under this Agreement, University agrees to adhere to all of Roche's compliance policies, guidelines, directives, regulations, SOPs and other guidance documents attached hereto and any revised versions thereof (Compliance Documents) relevant for the provision of the Research Services and as defined applicable to University by Roche. Roche will provide the relevant Compliance Documents to University via a Roche defined online system and will notify University in case of availability of new Compliance Documents or revised versions of Compliance Documents. To extent necessary for University to perform the Research Services, Vendor agrees to appropriately train University's staff, performing services under this Agreement on these Compliance Documents and to provide certification of completed training of the staff in the defined system within a timeframe defined by Roche. University shall also confirm that this Roche compliance training is reflected in University's Records and available for audit inspection if necessary.
- 12.3 University agrees to use its best efforts to avoid and shall use diligent efforts to ensure that its subcontractors avoid any and all conflicts of interest in the performance of University's obligations under this Agreement.

13. TRANSPARENCY

- 13.1 In instances where a quantifiable portion of a payment made pursuant to this Agreement results in an indirect payment or other transfer of value (as defined by applicable laws, regulations and industry codes) through University to a healthcare professional (HCP) or a healthcare organisation (HCO), University is required to provide certain information to Roche for reporting and disclosure purposes (including, but not limited to, the US Physician Payments Sunshine Act, the EFPIA Disclosure Code and any other applicable disclosure regulation). University shall submit such information (e.g., recipient's information, nature of payment or transfer of value, amount/value, date of occurrence, etc.) to Roche once per quarter (or up to within 30 calendar days of each occurrence if so requested by Roche) and in a mutually agreed upon form, which will specify the required information. University warrants and represents that the data provided to Roche shall be accurate and complete. University assures that the processing and transferring of HCP/HCO data to Roche to this effect is in line with applicable data protection laws and regulations. University furthermore assures that the data provided to Roche may be processed by the Roche Group and its trusted business partners for the purpose of required disclosures. However, where disclosure of such information at an individual level requires the consent of the recipient HCP or HCO, Roche and its local affiliates will be responsible to gather the consent for individual disclosure and University shall accordingly inform concerned HCPs/HCOs that Roche will reach out to them separately regarding any necessary consent for individual disclosure. In the occasion that HCPs/HCOs declare towards University withdrawal of consent to either data processing in general or disclosure on an individual level by the Roche Group, University must inform Roche within three working days. The obligations described within this section shall only apply with regards to HCPs with their primary practice and HCOs legally based in countries in which the healthcare industry is required by law, regulation or industry code to report or disclose transfers of value provided.
- 13.2 Notwithstanding the obligations outlined in the previous section, in cases, where University is obligated to keep the identity of the subcontracted HCPs or HCO blinded, University shall not report the indirect payments or other transfers of value to Roche.
- 13.3 Whenever University does subcontract with HCPs or HCOs, University shall ensure that the payments for services provided by such HCPs or HCOs correspond to what is considered to be fair market value in the country where the HCP has his/her primary practice or the HCO is legally incorporated.

14. SAFETY REPORTING

- 14.1 The Parties agree to set forth in applicable Work Order the responsibilities and obligations with respect to the procedures and timeframes necessary to achieve pharmacovigilance compliance in line with the applicable laws and regulations pertaining to safety reporting and its related activities covered under this Agreement.

15. MISCELLANEOUS

- 15.1 **Assignment.** Neither Party may assign its rights and obligations under this Agreement or any Work Order without the other Party's prior written consent, except that Roche may: (a) assign its rights and obligations under this Agreement or any Work Order who agree to be bound by the terms of this Agreement; or (b) assign this Agreement and any Work Orders in

their entirety to a successor to all or substantially all of its business or assets to which this Agreement relates who agrees to be bound by the terms of this Agreement. Any permitted assignee will assume all obligations of its assignor under this Agreement and any affected Work Order (or related to the assigned portion in case of a partial assignment). Any attempted assignment in contravention of the foregoing will be void. Subject to the terms of this Agreement, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

- 15.2 **Debarment and Disqualification.** University represents that: (a) neither it, nor any person employed or retained by University who provides any of the Services under this Agreement has been debarred under Section # 306 (a) or (b) of the Federal Food, Drug and Cosmetic Act or disqualified under any applicable law, rule or regulation; (b) that no debarred or disqualified person employed or retained by University in connection with any Service to be performed for or on behalf of Roche; and (c) that if at any time after the execution of this Agreement, University becomes aware that University or any person employed or retained thereby is, or is in the process of being debarred or disqualified, University will promptly notify Roche in writing.
- 15.3 **Applicable law, Jurisdiction.** This Agreement shall be interpreted and construed in accordance with the laws of Switzerland. The Parties shall attempt to settle any dispute arising out of or relating to this Agreement and any Work Order in an amicable way.
- 15.4 **Notices.** Any notice required or authorized to be served hereunder shall be deemed to have been properly served if delivered by hand, by courier, or sent by registered or certified mail, or sent by facsimile transmission confirmed by registered or certified mail, to the party to be served at the address specified in the preamble to this Agreement and any relevant Work Orders. Notices sent by courier, or registered or certified mail shall be deemed to have been delivered within seven days after the date of posting. Notices sent by facsimile shall be deemed to have been delivered within 24 hours of the time of transmission.
- 15.5 **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and supersedes all documents or verbal consents or understandings (if any) given or made between the parties prior to the date of this Agreement. None of the terms of this Agreement may be amended or modified except by an instrument in writing signed by authorized representatives of the parties.
- 15.6 **Waivers.** Neither Party shall be deemed to have waived its rights under this Agreement or any Work Order unless such waiver is in writing and signed by such party and such waiver by one Party of a breach of any provision of this Agreement or any Work Order by the other party shall not be deemed to be a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision of this Agreement by that other party. Any delay or omission on the part of any Party in the exercise of its strict rights hereunder will not impair those rights nor will it constitute a renunciation or waiver of those rights. All rights, remedies, undertakings, obligations and agreements contained in this Agreement and any Work Orders shall be cumulative, and none of them shall be a limitation of any other right, remedy, undertaking, obligation, or agreement of any of the parties.
- 15.7 **Force Majeure.** Neither Party shall be liable to the other Party for any failure to perform any obligation on its part hereunder to the extent that such failure is due to circumstances beyond its control which it could not have avoided by the exercise of reasonable diligence. The affected Party shall however notify the other Party as soon as practicable of the

occurrence of any such circumstance, and the Parties shall meet to consider what steps, if any, can be taken to overcome any issues.


- 15.8 **Relationship.** In performing the Services, University is acting as an independent contractor and not as servant or agent of Roche. Further, nothing in this Agreement shall be construed or applied to create a legal relationship of partners, agency, or joint venture.
- 15.9 **Headings.** Headings in this Agreement are included for ease of reference only and have no legal effect.
- 15.10 **Preamble, Exhibits and Work Orders.** The preamble and all exhibits to this Agreement shall form an integral part of this Agreement. With regard to any conflict between the preamble, the exhibits and the terms of this Agreement, this Agreement shall govern.
- 15.11 **Survival.** Articles 2, 3, 4, 5, 6, 7, 9, 11, 12, 13, 15.3, 15.4 shall be construed to be continuous, shall survive the execution, performance, termination or expiration of this Agreement, shall continue to remain in full force and effect and shall be enforceable by the Parties and their respective legal representatives, affiliates, successors and permitted assigns.
- 15.12 This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. The Parties agree that execution of this Agreement by e-Signatures (as defined below) shall have the same legal force and effect as the exchange of original signatures.
- 15.13 Pursuant to this Agreement, e-Signatures shall mean a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, that (a) is unique to the person making the signature; (b) the technology or process used to make the signature is under the sole control of the person making the signature; (c) the technology or process can be used to identify the person using the technology or process; and (d) the electronic signature can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to or associated with the electronic document. The written form shall be required to make changes to this clause as well.

[Remainder of page intentionally left blank – signature page follows.]

Signature Page

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

F. Hoffmann-La Roche Ltd

By: 

Name: 

Title: Head Sourcing M&S Europe

Date: 07 January 2020

Trustees of Boston University

By: 

Name: 

Title: Director, Industry Contracts

Date: 03 January 2020

F. 

Name: 

Title: Global Head Access

Date: 08. Januar 2020

Reviewed by Procurement Responsible:

Name: 

Initials: 

Date: 06 January 2020

EXHIBIT A
FORM OF WORK ORDER

Work Order # _

This Work Order # _ (“**Work Order**”) is made and entered into on [Day] [Month] [Year] (“**Work Order Effective Date**”) by and between [____], located at [____] (“**Roche**”) and [____], located at [____] (“**University**”), hereinafter jointly referred to as the “**Parties.**”

WHEREAS, Roche and University have entered into a Master Research Services Agreement dated [Day] [Month] [Year] (the “**Master Agreement**”) which shall govern this Work Order; and

WHEREAS, pursuant to the Master Agreement, University has agreed to perform certain Services in accordance with Work Orders from time to time entered into by the Parties, and Roche and University now desire to enter into such a Work Order; and

WHEREAS, Roche desires that University provide certain services with respect to _____ (the “**Project**”).

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Project Specifications. University agrees to perform the services described in **Appendix A**, which is attached hereto and incorporated herein by reference (“**Services**”).

2. Compensation.

2.1 In consideration of the Services performed by University, Roche agrees to pay to University the amounts set forth in the Budget, which is attached hereto and incorporated herein by reference as **Appendix B**. Except as otherwise pre-approved by Roche in writing, the total payments for Services under this Work Order shall not exceed [____] US Dollars, exclusive of any applicable taxes.

2.2 In addition, Roche will pay the pass-through expenses identified in the Budget set forth in **Appendix B**, or as reasonably required to be incurred by University in connection with the Services (such as for travel following Roche’s travel policy and international courier charges), subject to production of receipts or other evidence of payment, all as preapproved in writing by Roche. Reimbursement of travel expenses shall be subject to the following:

- (c) Travel expenses shall, however, be reimbursable only subject to production of receipts or other evidence of payment.
- (d) University should use the most cost-effective and safe means of getting to final destination / place of performance, including public transport, where reasonable.
- (e) Train: Travelers are entitled to business/2nd class rail travel.
- (f) Flight: For the selection of the flight class the following rules apply:
For domestic flights to destinations and where reasonably acceptable (up to seven (7) hours flight time) economy class tickets have to be booked. For international flights to all other destinations business class tickets are permitted, if agreed in

advance by Roche in a Work Order. For cost reasons air travel should not be used for short distances unless this substantially reduces the absence from the place of performance and/or if high accommodation costs can be avoided.

- (g) Private Car: Business trips by private car will be reimbursed at the rate of USD 0.30 per mile.
- (h) Accommodation: Reasonable accommodation to be agreed with Roche in advance. Hotels where Roche has special price arrangements have to be chosen whenever possible.

Except as otherwise pre-approved by Roche in writing, the total payments for pass-through expenses under this Work Order shall not exceed [_____] US Dollars, exclusive of any applicable taxes.

2.3 The Parties agree that: (i) the compensation paid for the Services is consistent with the fair market value in arm's length transactions and has not been determined in a manner that takes into account any referrals or other business generated between University and Roche; (ii) all amounts received are only for legitimate expenses, reimbursement of such expenses or compensation for the performance of the Services and that nothing in this Agreement shall require, induce or in any way influence University to promote, recommend, require the use of or list on any formulary, any pharmaceutical or biopharmaceutical product(s) manufactured, produced or distributed by any pharmaceutical company; and (iii) receipt of such amounts is in full accordance with all applicable laws, regulations and policies.

3. Key Personnel. The following persons are responsible for performing the Services and/or overseeing the Project hereunder:

University: [...]
Title: [...]
Address: [Address]
Tel.: [...]
Fax: [...]
Email: [...]

Roche: [...]
Title: [...]
Address: [Address]
Tel.: [...]
Fax: [...]
Email: [...]

4. Term. This Agreement shall become effective on the Work Order Effective Date and shall remain in force until completion of the Services under this Work Order, unless earlier terminated under the terms of the Master Agreement.

5. Incorporation by Reference; Conflict. The provisions of the Master Agreement are expressly incorporated by reference into and made a part of this Work Order. By signing this Work Order, the Parties hereto (if not Parties to the Master Agreement) agree to adhere to the terms and conditions of the Master Agreement. In the event of a conflict between the terms and conditions of this Work Order and the Master Agreement, the terms and conditions of the Master Agreement will take precedence and control.

IN WITNESS WHEREOF, the Parties have signed this Work Order effective as of the Work Order Effective Date.

F. Hoffmann-La Roche Ltd

By: _____

Name: _____

Title: _____

Date: _____

Trustees of Boston University

By: _____

Name: _____

Title: _____

Date: _____

F. Hoffmann-La Roche Ltd

By: _____

Name: _____

Title: _____

Date: _____

List of Appendices:

Appendix A: Project Specifications
Appendix B: Budget

[Remainder of page intentionally left blank]

EXHIBIT B

GLOBAL PRODUCT STRATEGY AND GLOBAL PRODUCT DEVELOPMENT MEDICAL AFFAIRS TRAVEL GUIDELINES FOR VENDORS

1. GENERAL STATEMENT

All (University) Employees traveling on business for Roche or Genentech, other than by personal automobile, whether for meetings, seminars, conventions, field work or any other business purpose, are required to use the F. Hoffmann-La Roche Ltd ("FHLR") designated travel department or the Genentech, Inc. travel department, (collectively, "Travel Department"). FHLR and Genentech, Inc. are hereinafter collectively referred to as Roche. Vendor Employees should contact the Travel Department as far in advance of a business trip as possible so that the most economical fares are achieved.

Recommendations of the Travel Department must be followed for Roche to reimburse the travel expenses. The Travel Department has negotiated volume discount fares with certain airlines, hotels, and vehicle rental agencies and the ticket or room price may not always convey the final cost. All savings and commissions are returned to Roche, thus reducing travel costs.

For University travel: Roche will reimburse University for reasonable travel and other out-of-pocket expenses (at cost with no accounting, handling and/or management surcharge) incurred in connection with the Agreement and associated Statements of Work which have the prior written approval of Roche. University will utilize the lowest current available airfare of which University has knowledge. Receipts for any and all expenses in the amount of 25.00 CHF or 25.00 USD or more should be kept by University and submitted to Roche, upon Roche's request.

For travel by air, Roche will only reimburse economy class on all flights. In accordance with Roche policy, all flights will be non-stop unless unavailable. For the avoidance of doubt, any upgrades in travel class will be at University's own expense.

University must book all flights through the Genentech, Inc. Travel Department in South San Francisco, CA, USA if based in the United States and the Basel Travel Department in Basel, Switzerland for those agencies based outside of the USA. If University chooses not to use the Roche contracted airlines and/or the recommended flights, Roche shall not reimburse University for said travel expenses.

1. RESPONSIBILITY AND ENFORCEMENT

University is responsible to ensure that each University Employee complies fully with this guideline. The purpose of this guideline is to determine how Roche will reimburse Vendor for its expenses. Roche will not reimburse University Employees or even review individual expense reports, but rather will only review University invoices containing information on expenses incurred.

The appropriate Roche contact or their designees are responsible for reviewing invoices for accuracy, ensuring compliance with policies, and providing guidance regarding reasonable business expenditures subject to the Agreement.

Roche will reimburse University for all reasonable and necessary expenses, as more fully delineated in this policy, while traveling or performing authorized Roche business.

Roche will not reimburse expenses that are not in compliance with this policy, unless an exception authorization is obtained.

University Employees who do not comply with this policy may cause their University's invoices to be delayed or reimbursements withheld. Any falsification or misrepresentation of names, events, amounts or other explanations, whether for personal gain or to deceive the person approving any expense report, is prohibited and considered a serious disciplinary offense which may subject the University to serious consequences, up to and including termination of any Work Order and/or the Agreement.

2. TRAVEL ARRANGEMENTS

A. Reservation Procedures

To the extent practicable, all air travel, lodging rail and vehicle rental reservations and limousine service, including enroute changes, must be made through the Travel Department. Frequent travelers will be asked to complete a traveler profile, which will speed up the reservation process, identify traveler preferences and ensure accurate delivery of tickets.

B. Emergency Procedures

During the hours of 8:00 a.m. and 6:00 p.m. Pacific Standard Time Vendor (University) Employees are required to contact the Travel Department for any changes in their itinerary. After these hours, University Employees must use the 24-hour toll free Emergency Travel Center for all changes. The phone number appears on the itinerary accompanying each ticket. When it is impractical for the University Employee to use the Travel Department or Emergency Travel Center to make emergency lodging accommodations, the University Employee shall obtain the corporate rate.

C. Rail Travel

University Employees requesting tickets for travel on business for Roche will be provided the most economical airline tickets (see Section D. below) or first class rail accommodations.

The exchange of tickets at airline counters or at other travel agencies for cash or other personal gain is prohibited.

All unused tickets or portions thereof, must be returned to the Travel Department. These tickets have cash value and will be returned for credit. Do not send unused tickets to the airlines.

Lost or stolen airline tickets must be reported promptly to the Travel Department who will file a lost ticket application.

D. Lowest Airfare Definition

University Employee air travel should be booked using the lowest coach class airfare consistent with business needs. These fares are determined by the Travel Department based on the following parameters:

- specially negotiated fares;
- non refundable fares; and
- Saturday night stayovers

Full fare tickets may be issued for trips, which require frequent changes, however, approval by Roche Senior Management is required. Senior Management and Senior Manager are defined as GPS Leadership Team members and their designees.

A University Employee cannot decline an airline or hotel accommodation because of preferred frequent flyer programs or other incentives for the Vendor Employee's benefit.

E. Air Travel

All air travel must be in economy class, except where medically required and substantiated with medical documentation. University Employees tickets will be booked using the lowest airfare. The Travel Department will book the most direct and economical carrier consistent with business needs.

F. Service Issues

Poor service or inferior quality provided by any of the suppliers booked through the Travel Department should be reported to the Travel Department via the use of the Customer Comment Card provided in your ticket envelope with your (University's) tickets.

G. Flight Insurance

Individual flight insurance is not reimbursable.

H. Denied Boarding Compensation

Airlines occasionally offer free tickets or cash allowances to compensate individuals for delays or inconveniences due to overbooking, flight cancellations, or changes of equipment. University Employees must not volunteer for denied boarding compensation when on Roche business and on Roche time.

I. Lost Baggage

The airlines have the ultimate responsibility for retrieving and compensating for lost baggage. Roche will not reimburse University Employees for personal items lost while traveling on business. Roche encourages the following steps to be taken to minimize losses:

- carry valuables on board the aircraft;
- carry important or confidential documents on board the aircraft; and
- tag luggage with name, business address, and phone number

Losses not covered by the airlines should be pursued with University insurance coverage or the University Employee's homeowner's or renter's insurance.

J. Bonus Award Programs

University Employees who participate in bonus award or frequent flyer programs may retain for personal credit any bonus awards they receive from business travel, as long as the University Employee's accommodations or reservations are made in accordance with this policy. Fees required for participation are not reimbursable as a business expense. (University) Travelers cannot refuse an accommodation, airline carrier, or other authorized Vendor because of the loss of bonus credits or program points.

K. Ticket Delivery

Tickets will be delivered to the University Employee's office prior to the trip.

Off-site University Employees will have tickets mailed to their home address or designated business address. Emergency tickets can be sent through overnight mail.

It is the responsibility of the University Employee to notify the Travel Department when there is a change of address.

3. REIMBURSEMENT OF TRAVEL/BUSINESS EXPENSES

In the course of business, certain expenses are incurred by the University Employees which can be categorized as reimbursable. The determination of reimbursable expenses relies partially on the tax deductibility of those expenses, as specified in the IRS regulations. Roche also realizes that the

nature and amount of travel and business related expenditures may vary with the objectives of each assignment and surrounding circumstances. University Managers are responsible for clearly communicating the travel and reimbursement policy to all University Employees and how it is applied. Vendors are expected to be in full compliance with these policies and will be held accountable for unauthorized policy deviations.

All travel and business expenses must be approved by Roche before the expense is incurred.

All expenses must be reported, supported and approved prior to reimbursement, and receipts covering same must be included with University invoices.

A. *Reimbursable expenses*

The following business expenses are reimbursable:

1. Travel expenses

a. Air and Rail Travel

All arrangements must be made at the lowest fare available. Ticket stubs or passenger receipts (in the case of electronic ticketing) and the itinerary are to be attached to the University Invoice.

b. Limousine Service

A receipt must be included from the driver, and this receipt, along with the itinerary must be attached to the University Invoice.

c. Taxi and Airport Limo/Shuttle Service

The cost of taxis, limos or shuttles to or from places of business, hotels, airports, or railroad stations is reimbursable. University Employees should use scheduled bus or shuttle services to and from airports or hotels, wherever possible.

d. Vehicle Rental

Vehicle rentals must be arranged through the Travel Department. Vehicle rental expenses are reimbursable when the vehicle is rented for business use. University Employees should rent a compact car unless:

- there are two or more University Employees traveling together;
- they are escorting customers in the vehicle; and/or
- they need a large trunk to carry business material or exhibit items

The deciding factors for renting a vehicle should be the location you (University Employees) are traveling to or from, and the availability of public transportation; not personal convenience or anticipated personal use.

The Travel Department has negotiated discount rates with certain national vehicle rental companies. University must rent from one of these companies unless the location University Employees are traveling to is not serviced by one of these Vendors. The Travel Department issues notices each year announcing the authorized Vendors and indicating necessary ID numbers.

University Employees should not accept Collision Damage and Personal Accident Insurance for vehicles rented for domestic travel for business purposes. However, University Employees should take the insurance for international rentals.

Rental agreements and receipts must be retained and attached to University invoice. Vehicles should be fueled to capacity before returning the rental vehicle to the return station. Retain and submit all receipts for gas or oil purchases. If the vehicle is not fueled to capacity, an explanation as to the reason should be included.

Express check out slips are not receipts, however, they will be accepted if they are submitted with the original rental agreement.

2. Lodging

Hotel reservations, whether for business travel or group meetings, must be made through the Travel Department. The only allowable exceptions to this policy are:

- when an University Employee is attending a convention/symposium which offers special rates for attendees;
- when lodging expenses are being absorbed by Roche or person being visited;
or
- when impractical (e.g., due to emergency last minute changes (see Section II, B, Emergency Procedures))

Hotel expenses are reimbursable at a cost, which is usual for the area being visited. The Travel Department can identify appropriate hotel properties for you (University Employees) . A standard single room is normally acceptable, however, deluxe accommodations may be requested if the business need exists, (e.g., a suite is used for interviews or local management meetings). Any such upgrades must be approved by Roche in writing prior to booking.

A detailed hotel receipt must be attached to the University invoice. The bill must be marked paid, show a zero balance, or be accompanied by a charge card receipt. All categories of charges (e.g., room rate and tax, phone, room service), must be itemized separately on a daily basis.

3. Meals, Entertainment, and Other Living Expenses

a. Meals

Personal meals are defined as meal expenses incurred by the University Employee when dining alone as a result of a Roche requested business trip or business function. Meals are reimbursed according to actual and reasonable cost. The cost of meals should include tips and taxes. Receipts must be submitted for any single expense of \$25 or more. Charge card receipts are preferred. Restaurant stubs are not accepted. Meals must be itemized separately for breakfast, lunch and dinner.

b. Business Meal Expenses

Business meals are defined as those meals during which a specific Roche business discussion takes place. Vendor will be reimbursed for business meal expenses according to actual and reasonable costs. Receipts are required for all business meals. The documentation for business meals must include the name(s) of the person(s) being entertained, their business affiliation and title, and the purpose of the business meeting.

c. Business Meals Taken With Roche Employees

Meals for social occasions (e.g., birthdays, anniversaries, Secretary's Day), are not classified as business meals and will not be reimbursed.

d. Documentation and IRS Requirements

The IRS and Roche require the following documentation for meals and entertainment:

- an original receipt must be submitted with the expense report;
- names of the individuals entertained, their titles, and company affiliation;
- name and location of where the meal or event took place;
- exact amount and date of the expense;
- specific business topic discussed; and
- in the case of entertainment events, the time the discussion took place (i.e., before, during or after)

e. Gratuities

Reasonable tips are reimbursable as determined by level of service and local custom. As a general rule, employees should not tip more than they would on a personal trip. All tips, other than those for meals (e.g., skycap, bellman, or housekeeping) should be reported separately on the expense report.

Lavish or unreasonable gratuities as determined by Roche will not be reimbursed.

f. Laundry and Valet Service

Roche will not reimburse for any laundry or valet service.

g. Telephone

Business related phone and fax charges are reimbursable. This includes calls to home while traveling on Roche business. Good judgment should dictate the need, duration and number of calls. Roche expects every individual to use good financial judgment when deciding how the calls should be made, e.g., credit card, cell phone, hotel, long distance.

h. Other Reimbursable Expenses

University will be reimbursed for the following miscellaneous expenses:

- air freight for Roche business purposes;
- business office expenses (e.g., copies, faxes);
- overnight delivery of business materials;
- parking when at a location other than Vendor site;
- seminar fees;

University will not be reimbursed for the following expenses:

- airline club membership dues;
- annual fees for personal credit cards;
- baby-sitting;
- barbers, hairdressers, and any other personal service;
- clothing;
- dry cleaning;
- charge card delinquency fees;
- commuting expenses between employees' residence and place of work , even if working overtime or scheduled day off;
- country club dues;

- excess baggage charges (unless it is business materials);
- expenses not supported by a voucher or receipt without adequate explanation;
- flight insurance;
- flowers, fruit baskets, cakes, etc. to fellow employee or their relative, when they are ill, have a birthday, have a baby, death in family, etc.;
- golf fees;
- gum, candy, cigarettes or toiletries;
- health club facility fees, saunas, massages;
- in flight telephone charges;
- loss or theft of personal property or funds;
- lost baggage;
- magazines, books, newspapers;
- mini bar refreshments and/or snacks;
- movies (including in flight and hotel in house movies);
- no show charges for hotel or car service;
- parking or traffic tickets;
- personal accident insurance;
- personal entertainment;
- pet care;
- post cards;
- rental car upgrades;
- shoeshine;
- souvenirs/personal gifts;
- tobacco Product;
- transportation to/from regular work locations;
- travel companions' traveling costs

i. Miscellaneous Expenses

Any miscellaneous expense not mentioned above should be approved (prior to incurring the expense) specifically by the Roche Vice President, Executive, or Board Director of the product. A clear explanation of the business purpose must be attached to the receipt or the IRS will disallow the deduction.

4. Expense Reporting

a. Timing and submission

University Employees should include expense reimbursement reports with each invoice to Roche for the expense.

b. Approval Process

Expense reports submitted to Roche for reimbursement will be reviewed (for reasonableness and policy compliance).

All expense reports are subject to audit for such things as:

- accuracy;
- approval signatures;
- business purpose;
- supporting documentation and receipts; and
- policy compliance

c. Documentation

All University or University Employee expenses must have the following information in order to be reimbursed for expenditures:

- business purpose;
- names of individuals present, their titles, and Company name;
- name and location of where meal or event took place;
- exact amount and date of each expense; and
- in the case of entertainment events, when the business discussion took place

The following documentation must be supplied:

- air/rail - original passenger coupon plus itinerary;
- hotel - hotel folio plus charge card receipt;
- vehicle rental - vehicle rental agreement, charge card receipt, or express check out form;
- meals/entertainment - (expenses of \$25 or more) charge card receipt or cash register receipt (no tear off stubs); and
- other expenses - (of \$25 or more) original charge card or cash register receipts.

Original receipts must be submitted whenever possible. Photocopies will be accepted only with a detailed explanation as to why the original is not available.

4. OTHER

A. Group and Meeting Travel

Any assemblage of 10 or more people, University Employee and/or Roche, to a common destination for a common purpose is considered a group. Roche Meeting Planning Department must be used to plan such trips. Meeting planning service is provided at hotels or conference centers throughout the United States and Canada. This includes negotiating and contracting for guest rooms, meeting space, audio visual equipment, food functions, ground and air transportation, discounts, commissions and extra amenities, as well as auditing and processing all invoices.

B. Video Conferencing

Video conference facilities are available at the Basel/South San Francisco facility, as well as several other business sites and can be arranged through the Audio Visual Department. Video conferencing may be a cost saving alternative to travel and should be considered.

C. Policy Deviations

Except where otherwise specified above, any deviations from this policy must be reviewed and approved by the appropriate Roche Vice President or Director.